

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
G-A-I CONSULTANTS, INC.
FOR SOUTH LAKE REGIONAL PARK
RSQ #15-0017**

This is an Agreement between the Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and G-A-I Consultants, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT, for the South Lake Regional Park.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ), #15-0017, for procurement of a firm to provide cooperative planning, design, permitting, and development of the construction plans and bid documents (100%), and the construction administration support necessary for the construction of the new South Lake Regional Park, hereinafter the "Project"; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide Phase I services of the Project defined as the South Lake Regional Park Master Plan, in accordance with the General Scope of Services attached hereto as **Exhibit A**, and incorporated herein by reference. Optional services hereunder include:

- * Phase 2: Design and Construction Bid Documents; and
- * Phase 3: Construction Administration Support.

If the COUNTY retains the CONSULTANT for Phase 2 optional services, the CONSULTANT shall provide the following deliverables to the COUNTY:

- * Two (2) draft sets of construction plans in 24" x 36" format and bid manuals and two (2) electronic copies provided on CDs in CAD and PDF format, at 60% and 90% of completion, for review and comments to the COUNTY'S Parks and Trails Division.
- * Prior to preparation of final construction bid documents, four (4) full size signed and sealed copies of the 90% completion construction bid plans, bid manuals and two (2) electronic copies on CDs in CAD and PDF format shall be submitted to the City of

Groveland and the COUNTY for review and comment as part of each entities development review process.

In the event the terms of this Agreement or the terms contained within any of the exhibits conflict, the requirement most favorable to the COUNTY or which ensures the COUNTY receives the State or Federal funding allocated to this Project, if any, shall control, in the sole discretion of the COUNTY.

2.2 The CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Services identified herein. Phase I services shall be completed no later than one (1) year from the date the last party hereto executes this Agreement, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of the COUNTY. This Agreement shall be effective upon the date of execution by the COUNTY, shall remain in effect until such time as the services acquired in conjunction with this Agreement have been completed, delivered and accepted by the COUNTY, and will then remain in effect until completion of the expressed and/or implied warranty periods, if any. The time for completion of Phase 2 (Design and Construction Bid Documents) and Phase 3 (Construction Administration Support) shall be determined by the parties if the COUNTY exercises its option hereunder to move forward with those portions of the Project. Nothing herein shall obligate the COUNTY to utilize the CONSULTANT to carry out Phase 2 and/or Phase 3.

2.3 The CONSULTANT shall coordinate and work with any other consultants and/or contractors retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 In addition to any other termination provisions provided herein, should the CONSULTANT fail to complete the work within the performance period cited above and any optional renewal period exercised by the COUNTY, it is hereby agreed and understood that the COUNTY reserves the authority to cancel this Agreement with the CONSULTANT and to secure the services of another consultant to complete the work. If COUNTY exercises this authority, COUNTY shall be responsible for reimbursing the CONSULTANT for work which was completed and found acceptable in accordance with the contract specifications. Additionally, the COUNTY may, at its option, demand payment from CONSULTANT, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another consultant. CONSULTANT shall honor any such invoices or credit memos submitted to the CONSULTANT by the COUNTY under these circumstances.

2.5 In addition to any other termination provisions provided herein, the COUNTY reserves the right to terminate the Agreement if CONSULTANT materially fails to fulfill any of its obligations under this Agreement, if the service does not conform to the specifications, or if the CONSULTANT materially fails to comply with any federal, state or local statutes, rules and regulations applicable to this Agreement, including health and safety rules and regulations.

A. If any service performed pursuant to this Agreement is found to be defective or does not conform to the specifications contained herein, the COUNTY reserves the right to require corrective action as appropriate, which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

B. In the event of termination under this section, the COUNTY shall provide thirty (30) calendar days written notice of its intent to terminate, and shall provide CONSULTANT an opportunity to consult with the COUNTY regarding the reason(s) for termination. The COUNTY may take any other remedies that may be legally available.

Article 3. Payment

3.1 The COUNTY shall pay CONSULTANT to complete the **Phase I, South Lake Regional Park Master Plan** Scope of Services in an amount not to exceed **\$303,760.00**, more fully detailed in **Exhibit B**, attached hereto and incorporated herein by reference. In the event the COUNTY moves forward with Phase 2 and/or Phase 3 under this Agreement, the parties shall duly negotiate the fees for those phases and an addendum shall be executed thereby incorporating those fees into this Agreement.

3.2 Invoices shall be submitted to Bobby Bonilla, Manager, Parks and Trails Division, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

3.5 CONSULTANT acknowledges and agrees that CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within the COUNTY; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

3.6 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 4. COUNTY Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate a COUNTY staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide

a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778.

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity.

A. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the COUNTY, its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

B. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE SO LONG AS DAMAGES ARE SOLELY ECONOMIC IN NATURE, AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS AGREEMENT.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or

payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

5.19 Key Contractor Personnel. The CONSULTANT represents that each person listed in the CONSULTANT'S Proposal submitted in response to RSQ 15-0017 shall be available to perform the services described herein, barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval by the COUNTY. In the event the requested substitute person is not satisfactory to the COUNTY, and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VI of the 1964 Civil Rights Act, as amended, 49 C.F.R. Part 21, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT'S employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing

the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Frank Bellomo, PLA
618 East South Street, Suite 700
Orlando, Florida 32801

If to COUNTY:

County Manager
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits, all of which are attached hereto and incorporated herein by reference, and shall constitute a material part of this Agreement. Both parties shall comply with their respective obligations under each Exhibit:

Exhibit A	General Scope of Services
Exhibit B	Fee Quotation

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same and by CONSULTANT through its duly authorized representative.

CONSULTANT

GAI Consultants, Inc.
LC# 0000353

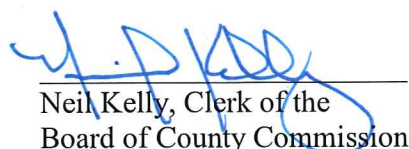


Gary M. Dejidas, President

This 4th day of August, 2015.

COUNTY

ATTEST:



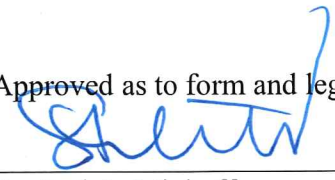
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida



Jimmy Conner
Chairman

This 25th day of August, 2015.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

July 17, 2015

Project No. A150590.00

Proposal for Professional Services South Lake Regional Park Lake County, Florida

GAI Consultants (GAI) has been selected by Lake County, Florida (County) to provide completed planning, design, permitting, construction plans and bid documents, and construction observation services necessary for the development of the proposed South Lake Regional Park.

Project Understanding

The South Lake Regional Park will be developed on a 141 acre site located on Max Hooks Road, south of S.R. 50 in Groveland, Florida. The property is located in the Green Swamp Area of Critical State Concern and is in the City of Groveland Planning Area, within the Interlocal Service Boundary Agreement. Approval of the project will require an amendment to the Lake County Comprehensive Plan. Annexation by Groveland is contemplated and should that occur, an amendment to the Groveland Comprehensive Plan will also be required. When completed, the park will provide both active and passive recreation to the residents of Lake County.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the County, GAI will perform the following described Scope of Services:

I. MASTER PLAN PHASE SERVICES

1.0 DATA COLLECTION

- 1.1 Survey: Field survey the flagged wetland line, assumed to be approximately 6,200 linear feet long, with flags at 50 feet on center. This field survey will be merged into the previously completed boundary and topographic survey of the site.
- 1.2 Geotechnical Investigations: Two (2) Standard Penetration Test (SPT) borings to a depth of 50 feet at the highest elevations of the project site, and four (4) auger borings to a depth of 15 feet at other locations to be determined.
- 1.3 Ecological Assessment / Wetland Delineation
 - 1.3.1 Review existing databases from the US Fish and Wildlife Service (Service) and the Florida Fish and Wildlife Conservation Commission

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801

T: 407.423.8398
gai-consultants.com

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(FWC) for the presence of federal and state listed plant and animal species, including request a database search from the FWC for the presence of the Southern Bald Eagle on-site or within a one mile radius of the project area.

- 1.3.2 Conduct an on-site assessment to evaluate the presence of threatened and endangered species, critical habitat, natural communities, and the location, landward extent, and quality of potentially jurisdictional wetlands.
- 1.3.3 Field flag the landward extent of wetlands potentially within the jurisdiction of governmental agencies with statutory permitting authority following the 2010 Final Supplement to the Corps of Engineers Wetlands Delineation Manual (1987) and the Unified Wetland Delineation Methodology for the State of Florida dated July 1, 1994.
- 1.3.4 Prepare an Ecological Assessment Report for inclusion in the Environmental Resource Permit (ERP) application which will include the following information pertinent to the project site (the ERP application will be completed and submitted during the completion of the project contract documents):
 - Existing site conditions (including a FLUCCS map)
 - Approximate landward extent of wetlands and/or surface waters
 - Potential for occurrence of listed plant and animal species, including wetland dependent animal species
 - Projected wetland or surface water impacts and analysis of proposed wetland impacts utilizing the Unified Mitigation Assessment Methodology (UMAM) and/or Wetland Rapid Assessment Process (WRAP), if necessary
 - A discussion of secondary and cumulative impacts associated with the project
 - A discussion of avoidance and minimization of wetland or surface water impacts associated with the project (alternate site plans must be prepared by others if required by the agencies)
 - Proposed use of an approved mitigation bank to off-set projected wetland impacts, if necessary
- 1.3.5 Participate in a pre-application conference with the St. Johns River Water Management District (District).
- 1.3.6 Schedule and conduct site reviews with representatives of the District and/or the Corps of Engineers for review and verification of the landward extent of jurisdictional wetland limits.
- 1.4 Sand Skink Consultation
- 1.4.1 Prepare a Technical Memorandum for submittal to the Service regarding the potential for occurrence of sand skink (*Neoseps reynoldsi*) on the project site. This document will include vegetative community descriptions, a brief narrative detailing the work

completed to date on or adjacent to the project site, and a compilation of site maps and photographs to provide as detailed information concerning the project site as possible.

- 1.4.2 Request and attend (if necessary) a field meeting with Service staff members to review the project site.

1.5 Gopher Tortoise Survey and Management Plan

- 1.5.1 Conduct a 100% coverage quantitative survey of all suitable gopher tortoise (*Gopherus polyphemus*) habitat within the project area following the guidelines provided within the FWC Non-game Wildlife Program Technical Report No. 4 and Appendix 4 of the FWC's Gopher Tortoise Permitting Guidelines (February 2015). Survey results are valid for a maximum of 90 days, after which a follow-up survey will be necessary.

2.0 COMMUNITY INPUT AND PARTICIPATION

Community Forum meetings will be advertised by the County as well as posted on a project Facebook page and will be open to all who choose to attend. GAI will create, monitor and maintain the Facebook page. It will be necessary, in an effort to reach out to the maximum number of South Lake residents, to have meetings in multiple locations. There will be a series of three Community Forum meetings at which information will be gathered and residents will be heard (Introduction and Exploration Phase); ideas will be shared (Conceptualization Phase); and decisions will be presented (Decision Phase).

2.1 Introduction and Exploration

- Three Introduction and Exploration Forums will be held. One will be held in Clermont; a second will be held in Groveland; the third will be held for the residents of Montverde, Mascotte and Minneola at a location to be determined. Prepare minutes from each Community Forum meeting
- At the end of the Public Forums meetings phase, prepare a report outlining the Community Forums for presentation to the Board of County Commissioners and the Parks, Recreation and Trails Advisory Board
- Present the findings from these meetings to the Parks, Recreation and Trails Advisory Board
- Present the findings from these meetings to the Board of County Commissioners (BCC) at a regularly scheduled BCC meeting

2.2 Conceptualization

- Based upon what was learned in the first series of Community Forums, present multiple Master Plan Concepts to the public at a series of public meetings

- Conceptualization Forums to be held in Minneola, Groveland and Clermont
- Prepare minutes of the Conceptualization Forums.
- Present Concept Plans to the Parks, Recreation and Trails Advisory Board
- Present concept plans to the BCC

2.3 Decision

- Present a Final Master Plan to the public at a series of public meetings
- Decision Forums to be held in Minneola, Groveland and Clermont
- Prepare minutes of the Decision Forum meetings
- Present the Final Master Plan to the Parks, Recreation and Trails Advisory Board
- Present the Final Master Plan to the BCC

3.0 INTERLOCAL GOVERNMENT COORDINATION

The South Lake Regional Park is intended to be a shared resource for the benefit of the residents of Lake County as well as those of the surrounding South Lake municipalities (the Community Partners), while at the same time providing economic benefit to those same communities. Prior to completion of the master plan, agreements should be reached between the County and the municipalities regarding its development, cooperative use, maintenance, and operation. Initial discussions and eventual negotiations between the County, the five municipalities, and other potential private/non-profit sector partners will be undertaken to identify cooperative ways to accelerate the development of the project and to share in the ongoing operations to maximize community benefit.

3.1 Introduction and Exploration

- Community Partner meetings to be held with representatives of Mascotte, Minneola, Groveland, Clermont and Montverde
- An additional Community Partner meeting will be held with representatives of the Lake County School Board

3.2 Conceptualization

- Conceptualization Phase Community Partner meetings to be held in Minneola, Groveland and Clermont
- Multiple Concept Plans will be presented for discussion and a determination as to potential cooperative use.

3.3 Decision

- Decision Phase Community Partner meetings to be held in Minneola, Groveland and Clermont

- A Final Master Plan will be presented for discussion and final decisions will be made regarding cooperative use, joint operational responsibilities and policies.

4.0 STAKEHOLDER MEETINGS

4.1 Several South Lake County stakeholders have a vested interest in the development of the park, and it will be beneficial to meet with them to understand their concerns and desires. These stakeholder meetings will take place during the Introduction and Exploration phase of the project.

- South Lake Hospital
- Montverde Academy
- Lake Sumter College
- Tourist Development Council
- South Lake Baseball/Softball Organizations
 - South Lake Youth Sports
 - PFX Athletics
 - Clermont Girls Softball
 - South Lake Dixie Youth Baseball
 - South Lake Little League
- South Lake Soccer/LAX
 - Clermont FC Soccer Club
 - Rush Soccer
 - All Play Soccer Minneola
 - Lake Lacrosse
 - International Pro Soccer Academy
 - Clermont Cricket Club
- South Lake Community Foundation Sports Foundation
- Central Florida Dreamplex

4.2 Prepare minutes of each stakeholder meeting.

4.3 If additional stakeholder groups or individuals are identified by the County which will require additional meetings, they will be considered additional services to this scope requiring additional compensation.

5.0 MARKET ANALYSIS

GAI will prepare a feasibility study for a Recreational/Sports Athletic Complex to determine if such a complex is viable to become a competitive sports and/or recreation-tourism destination. This will involve determining the potential for the specific site that may be available and performing a market feasibility analysis to determine if the complex can host competitive sports and what that overall economic impact may be upon Lake County.

- 5.1 Obtain any prior studies and plans for sports complexes in the area, and any other pertinent documents that could help us understand the history and objectives of the community. Review these documents prior to fieldwork.
- 5.2 Tour and inspect the subject site. Comment on key site factors such as visibility, nearby employment, access, surrounding land uses, linkages to support services, planned infrastructure and support service improvements in or near the subject property, etc.
- 5.3 Obtain local demographic data as necessary regarding population, household income, employment centers, etc.
- 5.4 Profile recent trends in the lodging and hotel market as these facilities could be used to support event attendance at South Lake Regional Park.
- 5.5 Identify local sports facilities that could be competitive with the proposed project. These projects would be identified by GAI fieldwork and input from the County. Items profiled will include, where available, information on physical facilities, type of events, plans for expansion or improvements, financial operations, and how they may relate and impact the regional park.
- 5.6 Identify other similar facilities within the state or region that might be deemed competitive or comparable in scope or scale and facility utilization, where available. Work with the County and other local industry representatives in ascertaining the most appropriate comparable facilities to profile, focusing on environments that are as similar to Lake County as possible.
- 5.7 GAI will review the existing facility program plans and make recommendations regarding the planned complex. Based on our market findings, industry trends, the comparable and competitive facilities analysis, and input from interviews, we will provide recommendations on the size and amenities of the complex, the functionality and flexibility of which are important elements in the ultimate market success of a multi-purpose sports complexes. Consideration will be given to the overall quality of the facility, its size, and key amenities that would help it achieve a competitive advantage in the local and regional marketplace.
- 5.8 Based on the above analysis, GAI will quantify the overall user and attendee demand for the proposed sports facility. Demand will be projected for local groups as well as tournament demand.
- 5.9 Summarize analysis and resulting conclusions in a report. Present findings to Client.

6.0 ECONOMIC IMPACT AND FUNDING OPTIONS

- 6.1 Based on the market analysis and performance of comparable facilities (case studies), attendance figures will be developed for various types of

events that would be expected to be held at the proposed complex or facilities, including sporting events and other community events.

The demand projections will specifically address the following:

- Event days by type of event
 - Number of tournaments/daily use
 - Attendance by event type
 - Special events
 - Total use days
 - Room nights generated
 - Visitor spending
- 6.2 Calculate direct and indirect fiscal impacts based on the programmatic and ancillary assumptions generally outlined above. These impacts will be reported in terms of the major receipts accruing to the appropriate areas or levels of government and are likely to include, at least, sales, ad valorem, and tourist taxes. Others may be considered to reflect the budgetary categories relevant to the analysis.
- 6.3 Based on the above GAI will advise County or others about the parties most benefiting from the program and activity and outline ways these impacts or benefits might be monetized to secure financing or funding for the proposed facilities.
- 6.4 Evaluate and explore other funding and financing options that could be made available which might be a substitute for, or complement to, those associated with the calculated benefit stream described above. These options could include, for example:
- Naming rights
 - Advertising
 - Specialized contracting and licensing or vending
 - Special fees
 - Charges
 - Area-wide benefit assessments or fees
 - Development opportunities stemming from the facilities being created
 - Grants
 - Contributions

7.0 MASTER PLAN DESIGN

- 7.1 GAI will prepare a minimum of three (3) Conceptual Master Plans for the project site, indicating the placement of program elements identified by participants during the Community Forums, Community Partner Meetings, Stakeholder Meetings, Parks, Trails and Recreation Advisory

Board meetings and Board of County Commissioners meetings, as well as the recommendations of the previously completed Market Analysis.

- 7.2 GAI will complete preliminary estimates of probable cost for each of the three Conceptual Master Plans.
- 7.3 As described in section 2.2, above, GAI will present the plans at multiple public forums to receive input regarding the designs.
- 7.4 Based upon comments received from all reviewing groups, GAI will prepare a Final Master Plan for the project, indicating all program elements and their locations on the site, along with necessary infrastructure.
- 7.5 GAI will complete a final estimate of probable cost for the project.

8.0 ENGINEERING

- 8.1 Preliminary design of necessary water retention areas, as well as determination of water, sewer, and reuse water availability for extension of utilities to the project site, and the preliminary layout of those utilities on site.
- 8.2 Attend permitting agency pre-application meetings
- 8.3 Assist with the Lake County Development Review Process through the review of the completed Master Plan and preliminary site engineering described in 8.1, above.

9.0 ARCHITECTURE

- 9.1 As a part of the Master Plan Design phase of the work, prepare preliminary elevations of the proposed architectural facilities for the site to determine the appropriate architectural character.
- 9.2 Prepare preliminary floor plans.
- 9.3 Assist with the Lake County Development Review Process through the review of the architectural components of the completed Master Plan described in 9.1, above.

10.0 COMPREHENSIVE PLAN AMENDMENT

- 10.1 Use the approved Master Plan to prepare the state coordinated review comprehensive plan future land-use map amendment and rezoning application (if applicable) for submittal to the County. Provide additional land use related information (justification narrative, exhibits, maps) to support both applications as required by County staff.
- 10.2 Respond to the Department of Economic Opportunity Objections, Recommendations, and Comments report commonly referred to as the "ORC" report. GAI staff will represent the Client at all Lake County public hearings required to process the comprehensive plan map amendment and rezoning (if required) including attendance at one (1)

community workshop. It is anticipated that GAI staff will attend a minimum of five public hearings under this task. This scope does not include meeting attendance with the Florida Department of Economic Opportunity in Tallahassee, should an appeal be filed.

- 10.3 Deliverables include the completed comprehensive plan amendment and rezoning application (if required) along with required data, maps and analysis to meet Sufficiency Review requirements for the application.
- 10.4 Should annexation into Groveland occur following the amendment of the County's comprehensive plan an amendment to the City of Groveland's comprehensive plan will be required. Amending the City of Groveland comprehensive plan is not a part of this scope.

11.0 PERMITTING

- 11.1 Participate in a pre-application conference with the St. Johns River Water Management District.
- 11.2 Participate in the Lake County Development Review process by receiving input regarding the design of the Master Plan, architecture and preliminary engineering concepts..

II. DESIGN AND CONSTRUCTION BID DOCUMENTS

- 1.0 GAI will complete 100% Construction Documents for the accurate bidding and construction of the South Lake Regional Park.
- 2.0 Plans will be submitted for review at 30%, 60%, 90% and 100% completion of the documents.
- 3.0 Estimates of Probable Cost will be completed at each submittal phase noted above.
- 4.0 Applications will be made for final project permits to the St. Johns River Water Management District, U.S. Army Corps of Engineers and the Florida Fish and Wildlife Conservation Commission.
- 5.0 GAI will complete the Lake County Development Review Process.
- 6.0 GAI will assist the County during the bidding process through the completion of Requests for Information (RAI's) and any Addenda that may be required. Advertising and bidding the project will be the responsibility of the County.

III. CONSTRUCTION OBSERVATION SUPPORT

- 1.0 GAI will provide construction observation support including, but not limited to:
 - Review shop drawings, catalog cuts, samples, etc.
 - Provide response to Requests for Additional Information.

- Surveyed layout of park elements (2 visits).
- Mass grading and retention pond excavation (2 visits).
- Construction of fields, courts and buildings (8 visits).
- Installation of recreation equipment and playground (2 visits).
- Landscape and irrigation installation (2 visits).

Note: The project team is represented by several consultants and individuals located in Lake County. These include:

- Ms. Shannon Hidalgo, Community Liaison
- Powell Studio Architecture
- Booth, Em, Straughan & Hiott, Survey and Engineering
- Andreyev Engineering, Geotechnical Engineering
- Electrical Services, Electrical Engineering

EXHIBIT B: FEE QUOTATION

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